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9 Attorneys for Plaintiff,  
10 LIG INSURANCE COMPANY LIMITED

FILED  
11 MAY 20 PM 3:48  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 LIG INSURANCE COMPANY LIMITED, a  
14 foreign corporation,

15 Plaintiff,

16 vs.

17 EXEL TRANSPORTATION SERVICES,  
18 INC.; a Delaware corporation; PANTOS  
19 LOGISTICS CO., LTD., a foreign corporation;  
20 and DOES 1-10, inclusive,

21 Defendant.

CV11 04382 JAK (MANX)  
COMPLAINT

BY FAX

22 Plaintiff, LIG INSURANCE COMPANY LIMITED alleges upon information and belief  
23 as follows:

24 PARTIES

25 1. Plaintiff LIG INSURANCE COMPANY LIMITED ("LIG") is, and at all times  
26 mentioned herein was, a foreign corporation, and was the insurer of the shipments which are the  
27 subject matter of this action. LIG has reimbursed its insured, LG Display Co., Ltd. ("LG"), for  
28 the losses set forth herein pursuant to the terms and conditions of the insuring agreement  
between itself and its insured, and has thereby become subrogated to the rights of the insured, as  
those rights may appear.

1           2. Defendant Exel Transportation Services, Inc. ("Exel") is, and at all times  
2 mentioned herein was, a corporation organized and existing under the laws of the State of  
3 Delaware, and at all times mentioned herein was a provider of transport services and/or a  
4 common carrier of goods for hire, and entered into a transportation agreement, pursuant to which  
5 Exel assumed the liability of an interstate common motor carrier.

6           3. Defendant PANTOS LOGISTICS CO., LTD ("Pantos") is, and at all times  
7 mentioned herein was, a foreign corporation, and at all times mentioned herein was a provider of  
8 transport services and/or a common carrier of goods for hire, and entered into a transportation  
9 agreement with LG, pursuant to which Pantos assumed the liability of an ocean carrier and an  
10 interstate common motor carrier.

11           4. Plaintiff is ignorant of the true names and capacities of Defendants used herein as  
12 DOES 1 through 10, inclusive, and therefore sues these Defendants by such fictitious names.  
13 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.  
14 Plaintiff is informed and believes, and thereon alleges, that each of the DOE Defendants is  
15 responsible in some manner for the events and happenings herein referred to, and thereby  
16 proximately caused the injuries and damages herein alleged.

17           5. At all times material hereto, Defendants, and each of them, were agents, servants  
18 or employees of each Defendant named herein, and at all of said times, each said Defendant was  
19 acting within the course and scope of said agency, service or employment.

#### 20                                   **JURISDICTION AND VENUE**

21           6. This Court has jurisdiction over the subject matter of this action pursuant to 28  
22 U.S.C. §§ 1333 and 1337(a), as Plaintiff seeks damages for injury to freight shipped by sea and  
23 in interstate commerce under the Carmack Amendment to the Interstate Commerce Act, 49  
24 U.S.C. § 14706 et seq. This Court has supplemental jurisdiction over the common law claims  
25 pursuant to 28 U.S.C. § 1367. This Court also has diversity jurisdiction pursuant to 28 U.S.C. §  
26 1332.

**GENERAL ALLEGATIONS**

7. LG Display Co., Ltd, the assured, markets consumer branded electronics in the United States.

8. LG contracts with common carriers and/or transportation logistics brokers to provide transportation services from Compton, California to Miami, Florida to Brazil.

9. Pantos and Exel coordinate transportation from Compton, California. From Compton, the cargo was to be transported via truck to Miami, Florida and then by sea to Brazil.

10. For the shipment, Pantos made freight arrangements through their US Agents FNS, Inc. ("FNS") for delivery of the goods from Compton, California to Miami, Florida where they would then be loaded for export to Brazil.

11. FNS issued the delivery order for the goods to SJ Logix, a freight broker who tendered the load to Exel.

12. Exel assigned the delivery order upon information and belief to C & E Trucking who left with the trailer on May 10, 2010.

13. On May 13, 2010 the Freight Forwarder heard from the trucking company that the driver reported a mechanical breakdown while in Alabama, approximately 850 miles from Miami.

14. On May 14, 2010 the driver reported that he was able to continue towards Miami with a revised estimated time of arrival being on or about May 21, 2010.

15. By May 16, 2010 contact was lost with the driver and the matter was reported to the Police in Alabama and Compton, California for theft of the goods.

16. Approximately \$403,644.00 worth of cargo went missing.

17. The facts and circumstances surrounding the theft are as follows: This was an organized crime incident involving a professional gang using the Department of Transportation ("DOT") credentials of a trucking company no longer in business (C & E Trucking) to falsely gain possession of the cargo with the intent to steal it. The FBI had been investigating the group (based on identical methods) for approximately two years. The now defunct trucking company had been used for more than 10 similar thefts of cargo from the greater Los Angeles area.

1           18.     The cargo of interest consisted of two orders of 32" HDTV monitors shipped in  
2     40" High Cube containers as follows:

3           A.     Order No. LUS10040123 (Invoice No. KDP1040831) B/L 0330835

4                 -     1,248 pieces Model LC320WXN-SBC2

5                 -     Inv. Value  $\$196.02 \times 1,248 = \$244,632.96$

6           B.     Order No. LUS 10040233 (Invoice No. KDP1040895) B/L 0332051

7                 -     1,560 pieces Model LC320WXE-SCA1

8                 -     Inv. Value  $\$196.02 \times 1,560 = \$305,791.20$

9           19.     1,560 LC320WXE-SCA1 units and 312 LC320WXN-SBC2 units went missing  
10    totaling \$403,644.00 in goods.

11          20.     Plaintiff was the receiver, insurer and/or owner of the Cargo and brings this action  
12    on its own behalf and as agents' or trustees of all parties who may be or become interested in  
13    said Cargo as their respective interest may appear, and Plaintiff is entitled to bring this action.

14          21.     Plaintiff and its insured have performed all duties and obligations on their part to  
15    be performed.

16                                 **FIRST CLAIM FOR RELIEF**  
                               **(Injury or Damage to Cargo - 49 U.S.C.S § 14706)**

17          22.     Plaintiff hereby incorporates by reference each, every and all of the allegations in  
18    paragraphs 1 through 21, inclusive, above, as though the same were again fully set forth at length  
19    herein.

20          23.     On the above-referenced shipping dates, at the Owens Container Freight Station  
21    in Compton, California, there was delivered to Defendants in good order and condition various  
22    styles of HDTV monitors (the "Cargo"), suitable in every respect for the intended transportation  
23    for which Defendants received, accepted and agreed to transport said Cargo for certain  
24    consideration to Miami, Florida.

25          24.     Defendants signed the bills of lading acknowledging receipt of the Cargo in good  
26    order and condition.

27          25.     As of this date, the Cargo has not been delivered. Plaintiff is informed and  
28    believes, and thereon alleges, that Defendants, and each of them, permitted said Cargo to be

1 stolen and/or lost while in their possession, as alleged herein, or otherwise failed to deliver the  
2 Cargo to the consignee.

3 26. Plaintiff is the lawful holder of the bills of lading and other documents of title  
4 establishing its ownership of the Cargo.

5 27. The value of the Cargo which should have been delivered totals \$550,424.16.

6 28. As a direct and proximate result of the nondelivery of the Cargo, Plaintiff has  
7 been damaged in the approximate amount of \$403,644.00, including the value of the Cargo,  
8 duty, freight and advance.

9 29. Plaintiff timely presented Defendants with a claim for damages pursuant to 49  
10 U.S.C. § 14706(e).

11 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
12 hereinafter set forth.

13 **SECOND CLAIM FOR RELIEF**  
14 **(Breach of Contract)**

15 30. Plaintiff hereby incorporates by reference each, every and all of the allegations in  
16 paragraph 1 through 29, inclusive, above, as though the same were again fully set forth at length  
17 herein.

18 31. Plaintiff maintains agreements and written contracts with Pantos and Exel in  
19 which for monetary consideration, Pantos and Exel are responsible for arranging transportation  
20 between Korea, Compton, California, Miami, Florida and Brazil.

21 32. On the above-referenced shipping dates, at Pusan, Korea and at the Owens  
22 Container Freight Station in Compton, California, there was delivered to Defendants in good  
23 order and condition various styles of HDTV monitors (the "Cargo"), suitable in every respect for  
24 the intended transportation for which Defendants received, accepted and agreed to transport said  
25 Cargo for certain consideration to Miami, Florida to Brazil.

26 33. Defendants, in consideration for reasonable compensation, agreed to safely and  
27 promptly carry the Cargo and deliver same to Miami, Florida to Brazil.  
28

1           34. Plaintiff has performed all conditions, covenants and promises on its part to be  
2 performed, including payment in full for services rendered by Defendants, including payment of  
3 freight and transportation costs.

4           35. Defendants breached the contracts with Plaintiff by failing to safely carry and  
5 deliver the Cargo to the consignee, as described herein.

6           36. As a direct and proximate result of Defendants' breach of the contract, Plaintiff  
7 has suffered damages in the amount of \$403,644.00.

8           WHEREFORE, Plaintiff pray for judgment against Defendants, and each of them, as  
9 hereinafter set forth.

10                                   **THIRD CLAIM FOR RELIEF**  
                                          **(Negligence)**

11           37. Plaintiff hereby incorporates by reference each, every and all of the allegations in  
12 paragraph 1 through 36, inclusive, above, as though the same were again fully set forth at length  
13 herein.

14           38. On the above-referenced shipping dates, at Pusan, Korea and at the Owens  
15 Container Freight Station in Compton, California, there was delivered to Defendants in good  
16 order and condition various styles of HDTV monitors (the "Cargo"), suitable in every respect for  
17 the intended transportation for which Defendants received, accepted and agreed to transport said  
18 Cargo for certain consideration to Miami, Florida to Brazil. As such, Defendants owed a duty to  
19 Plaintiff to use reasonable care in the transport of the Cargo, including all reasonable steps to  
20 ensure the Cargo reached its destination in good order and condition.

21           39. Defendants negligently failed to arrange for the carriage of the Cargo with  
22 suitable motor carriers; failed to take reasonable measures to prevent the theft of the Cargo;  
23 breached and violated their duties as providers of transportation services and their obligations as  
24 a common carrier and bailee of said Cargo; and otherwise failed to act within the standard of  
25 care required of a carrier and/or broker of goods for hire.

26           40. Thereafter the Cargo was never delivered to its final destination.  
27  
28

1           41. As a direct and proximate result of Defendants' negligence, Plaintiff has sustained  
2 damages in the amount of \$403,644.00 plus such additional sums in an amount according to  
3 proof.

4  
5           WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
6 follows:

- 7           1. For the value of the Cargo lost or stolen in the amount of \$403,644.00;  
8           2. For incidental and consequential damages according to proof;  
9           3. For costs of suit incurred herein; and  
10          4. For such other and further relief as the Court may deem proper.

11  
12          Date: May 20, 2011

HILL RIVKINS BROWN & ASSOCIATES  
A Professional Law Corporation

13  
14          By: 

15                   ANDREA R. SHEARER  
16                   Attorneys for Plaintiff  
17                   LIG INSURANCE COMPANY  
18                   LIMITED  
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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge John Kronstadt and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

**CV11- 4382 JAK (MANx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT  
CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself (I)) LIG INSURANCE COMPANY LIMITED, a foreign corporation	<b>DEFENDANTS</b> EXEL TRANSPORTATION SERVICES, INC., a Delaware corporation; PANTOS LOGISTICS CO., LTD., a foreign corporation; and DOES 1-10, inclusive
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  ADAM C. BROWN/ANDREA R. SHEARER HILL RIVKINS BROWN & ASSOCIATES 11140 Fair Oaks Blvd #100, Fair Oaks, CA 95628 916-535-0263	Attorneys (If Known)

  

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)  <table style="width:100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

  
**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding   
☐ 2 Removed from State Court   
☐ 3 Remanded from Appellate Court   
☐ 4 Reinstated or Reopened   
☐ 5 Transferred from another district (specify):   
☐ 6 Multi-District Litigation   
☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION** under F.R.C.P. 23: ☐ Yes ☒ No      **MONEY DEMANDED IN COMPLAINT:** \$ 366,949.44
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 49 U.S.C. §§ 14706 et seq. and 1337(a) Carmack Amendment
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number:

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

## Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

## IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
- ☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LIG INSURANCE COMPANY LIMITED	a foreign corporation

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
- ☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
EXEL TRANSPORTATION SERVICES, INC. PANTOS LOGISTICS CO., LTD	Delaware a foreign corporation

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
- Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved.**

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_ Date May 20, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

## Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))